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**From:** Lauren Turner <lauren@opentech.fund>  
**Sent:** Monday, July 06, 2020 8:57 AM  
**To:** Grant Turner  
**Cc:** Heidi Pilloud; Nat Kretchun; Marcus Murchison; John Barkhamer; Virginia Boateng; David Kligerman; Lillian Cheng; Thomas Layou  
**Subject:** Re: OTF FY-20 Grant Amendment #002 - FAIN:OT01-20-GO-00001 - Funding for July, 2020  
**Attachments:** OTF Cash Analysis Jun-Dec\_060720.pdf; 2020\_07\_OTF July 2020 Funding Request.pdf; OTF FY20 Grant Agreement Amdt. 002 - FAIN OT01-20-GO-00001 July 2020 Funding 06 29 20.pdf

Dear Grant,

I am writing to follow-up on Virginia's email and the amended grant agreement, which modifies our agreed-upon quarterly disbursement to a monthly disbursement. OTF will agree to the monthly disbursement for July, because, as the numbers attached show, we have no choice at this point. Please understand, however, that our acceptance of the July disbursement is not an agreement to receive our funds on a monthly basis going forward. The signed agreement is attached along with our funding request.

We first learned of the decision to change our agreed-upon quarterly disbursement to a monthly disbursement in papers filed in court by DOJ last week. At the same time, we learned that the decision is subject to negotiation. Please advise when and with whom we will undertake the negotiations regarding our disbursements.

I recall that we discussed OTF's need for quarterly disbursements at length during the time that we negotiated the FY2020 grant agreement and that your office understood that quarterly disbursements represent the realistic demands of our operations; hence the agreement between Libby, John Barkhamer, and the remaining members of the budget office in April. Although our need for quarterly disbursements was established and agreed upon many months ago (and even during the time that we were a project within RFA), we appreciate that newer arrivals to USAGM, who are not familiar with our funding model, may benefit from hearing that directly from OTF. We are happy to bring your colleagues up to speed on how and why quarterly funding is necessary to both live out congressional intent for internet freedom funds and to keep our independent non-profit organization operationally viable.

Although we have not had an opportunity to engage with CEO Pack directly, we note that he has stated publicly that supporting Internet freedom is a "high priority" for USAGM. We completely agree and want to ensure that we're able to work effectively with your team to resume quarterly disbursements as quickly as possible to ensure that our shared mission to advance Internet freedom globally is not derailed.

We are hopeful that a conversation can get us back on track to the agreed-upon quarterly disbursements that our business model demands. As noted, we would like to address this issue as soon as possible so that we can head-off any additional disruption to our operations and to congressionally appropriated support of internet freedom. We also ask that you please provide assurances as to the intended schedule of disbursements for our remaining FY2020 funds, so that we can responsibly and effectively distribute them in line with congressional intent.

As you'll recall from our financial plan, in addition to \$1.14m drawdowns in July and August to cover our current ongoing funding rounds, we are slated to draw down \$7.2m in September; \$5.6 of which is specifically for the Technology at Scale Fund. We have already begun preparations to open a new Technology at Scale round in order to expand the pool of Internet Freedom vendors servicing USAGM directly. However, without sufficient

assurances that this funding will be available, we will not be able to kick off the competitive procurement and rigorous due diligence process required for large awards like these under 2 CFR 200. Additionally, current Technology at Scale contracts expire in November, and a delay will disrupt the startup process for any new awardees and potentially disrupt service to USAGM.

We look forward to the opportunity to discuss these issues. Please propose a time for a call and we will make ourselves available.

Please see attached for responses to Virginia's specific questions regarding our funding needs.

Best,  
Lauren

**From:** Virginia Boateng <[vboateng@usagm.gov](mailto:vboateng@usagm.gov)>  
**Subject:** FW: OTF FY-20 Grant Amendment #002 - FAIN:OT01-20-GO-00001 - Funding for July, 2020  
**Date:** June 29, 2020 at 1:07:55 PM EDT  
**To:** Heidi Pilloud <[heidi@opentech.fund](mailto:heidi@opentech.fund)>, Nat Kretchun <[nat@opentech.fund](mailto:nat@opentech.fund)>  
**Cc:** Grant Turner <[GTurner@usagm.gov](mailto:GTurner@usagm.gov)>, John Barkhamer <[JBarkhamer@usagm.gov](mailto:JBarkhamer@usagm.gov)>, Thomas Layou <[TLayou@usagm.gov](mailto:TLayou@usagm.gov)>, Lillian Cheng <[LCheng@usagm.gov](mailto:LCheng@usagm.gov)>, David Kligerman <[dkligerman@usagm.gov](mailto:dkligerman@usagm.gov)>, Marcus Murchison <[mmurchison@usagm.gov](mailto:mmurchison@usagm.gov)>

Good afternoon Heidi,

Please find attached, a revised **Amendment #002 to the OTF FY20 Grant Agreement** between the USAGM and OTF, which provides operational funds for **July 1, 2020**, as approved in [the](#) FY2020 Internet Freedom Spend Plan Submission to Congress pursuant to the FY-2020 Appropriations Bill – P.L. 116-94. The Financial Assistance Identification Number (FAIN) for this Grant Award is **OT01-20-GO-00001**. At this time, USAGM intends to approve the submitted financial plan for the period of July 1 - 31, 2020 only in the amount of **\$1,619,926**.

As a part of this request, can you provide a detailed explanation of the impacts of the transfer of RFA's contracts onto your books? If you anticipate a problem, can you provide a list of payments that are scheduled to be paid during the period of July – September, 2020?

Please provide a signed version of this Grant Amendment and your entity's July 2020 funding request in the amount of **\$1, 619,926** in order to expedite the payment process. We will provide a copy of the bilaterally signed version of this agreement and the approved financial plan once all necessary signatures have been obtained.

If you have any questions, please let me know.



Thanks,  
Virginia

*Virginia C. Boateng*

Budget Analyst

U.S. Agency for Global Media (USAGM)

Office of the Chief Financial Officer

Budget Division

(202) 203-4644

[vboateng@usagm.gov](mailto:vboateng@usagm.gov)

--

Lauren Turner

**General Counsel**

**Open Technology Fund**

**[lauren@opentech.fund](mailto:lauren@opentech.fund)**

**Ph/Signal: +1 202.492.0652**

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**GRANT AGREEMENT  
BETWEEN THE  
U.S. AGENCY FOR GLOBAL MEDIA AND  
OPEN TECHNOLOGY FUND**

**FAIN: OT01-20-GO-00001**

**GRANT FUNDS TABLE**

	<b>FY 2020 PROGRAM PLAN</b>	<b>Previous Award Total</b>	<b>Current Award</b>	<b>New Award Total</b>	<b>Currency gain/(loss) (Informational)</b>
<b>Open Technology Fund<sup>1</sup></b>	\$19,825,000	\$8,777,872	\$1,619,926	\$10,397,798	Non-Reported
<b>Internet Freedom</b>	N/A	\$600,000	\$0	\$600,000 <sup>2</sup>	Non-Reported
<b>TOTAL FUNDING</b>	\$19,825,000	\$9,377,872	\$1,619,926	\$10,997,798	Non-Reported

This Agreement constitutes Amendment number two (002) (the “Amendment”) to the Fiscal Year (“FY”) 2020 Grant Agreement between the U.S. AGENCY FOR GLOBAL MEDIA (“USAGM”) and OPEN TECHNOLOGY FUND (“Non-Federal Entity”) signed in January 2020 (the “Grant Agreement”). USAGM hereby grants an additional amount of **\$1,619,926** of no-year funds to OPEN TECHNOLOGY FUND, up to \$1,138,441 shall be used to support Internet freedom projects. The remainder shall be used to fund OTF salaries and operations.

With the additional amounts granted under this agreement, the total amount USAGM has granted to the NFE for FY 2020 is **\$10,997,798** of which, **\$600,000** of the no-year funds are provided by the Consolidated Appropriations Act of 2019 (Div. F, P.L. 116-6); and, **\$10,397,798** (up to **\$9,231,225** shall be used to support Internet freedom projects. The remainder shall be used to fund OTF salaries and operations.) of the no-year funds are provided by the Further Consolidated Appropriations Act, 2020, P.L. 116-94.

Except as otherwise expressly provided herein, the other provisions of the FY 2020 Grant Agreement shall remain in full force and effect.


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<sup>1</sup> FY 2020 Internet Freedom Spend Plan Submission to Congress dated April 3, 2020 was approved April 23, 2020.

<sup>2</sup> \$600,000 of the no-year funds were provided by the Consolidated Appropriations Act of 2019 (Div. F, P.L. 116-6).

**OPEN TECHNOLOGY FUND**

**U.S. AGENCY FOR GLOBAL MEDIA**

BY \_\_\_\_\_  
Heidi Pilloud  
Treasurer and Chief Financial Officer

BY \_\_\_\_\_  
Michael Pack  
Chief Executive Officer

DATE 6 July 2020

DATE \_\_\_\_\_



2101 L St. NW, Suite 300  
Washington, D.C. 20037 USA

6 July 2020

Mr. Grant Turner  
Chief Financial Officer  
U.S. Agency for Global Media (USAGM)  
330 Independence Ave. SW  
Suite #3360  
Washington, DC 20037

Re: Funding Request FY2020 – July 1 through July 31, 2020

Dear Grant:

In accordance with OTF's Financial Plan for FY 2020, covering the period October 1, 2019 through September 30, 2020, OTF is requesting Internet Freedom funds of \$1,619,926 for the month beginning July 1, 2020 through July 31, 2020.

We are at this time requesting \$1,619,926 to be wired to our account # [REDACTED] at SunTrust Bank (ABA number #061000104).

If you have any questions, please contact me at (202) 471-0420 or [heidi@opentech.fund](mailto:heidi@opentech.fund).

Sincerely,

A handwritten signature in black ink, appearing to read "Heidi C. Pilloud". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Heidi C. Pilloud  
Chief Financial Officer

**Open Technology Fund - Cash on Hand Analysis**

Current Obligations as of 1 July 2020

	Month	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
Est. operating costs accrued per month	\$	80,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
FY20 Contract work accrued to be paid	\$	966,433.20	\$ 635,757.77	\$ 635,757.77	\$ 615,264.43	\$ 546,645.93	\$ 503,570.93	\$ 204,410.93
Pre-FY20 Contract work accrued to be paid	\$	908,745.84	\$ 948,771.34	\$ 761,377.92	\$ 598,956.58	\$ 394,929.14	\$ 300,568.15	\$ 300,568.15
<b>Total costs accrued for month</b>	<b>\$</b>	<b>1,955,179.04</b>	<b>\$ 1,784,529.11</b>	<b>\$ 1,597,135.69</b>	<b>\$ 1,414,221.01</b>	<b>\$ 1,141,575.08</b>	<b>\$ 1,004,139.09</b>	<b>\$ 704,979.09</b>
Starting cash on hand		7,923,474.88	5,968,295.84	4,183,766.73	2,586,631.04	1,172,410.03	30,834.95	(973,304.14)
minus: costs to be paid	\$	(1,955,179.04)	\$ (1,784,529.11)	\$ (1,597,135.69)	\$ (1,414,221.01)	\$ (1,141,575.08)	\$ (1,004,139.09)	\$ (704,979.09)
Ending cash on hand		5,968,295.84	4,183,766.73	2,586,631.04	1,172,410.03	30,834.95	(973,304.14)	(1,678,283.23)

1. Figures for June 2020 display amounts accrued as of June 30 but not yet paid (estimate until books close on 7/20).
2. This table details the projected burn rate per each month for current OTF obligations, inclusive of obligations inherited from RFA as of 1 June 2020.
3. This table assumes that there will be no additional contract obligations outside of current obligations; i.e., OTF's operating mission will cease other than to monitor and eventually close out current obligations.
4. This table assumes a straight-line implementation of contracts by value and timely invoicing; actual timing of work and invoice submission may vary.

**Cash vs Obligations and Operating Costs through 30 Sep 20**

Current cash balance	7,923,474.88	
FY20 unpaid contract obligations	(4,649,496.55)	A
Pre-FY20 unpaid contract obligations	(6,593,489.79)	B
Remaining FY20 operating costs	(680,000.00)	C
<b>SURPLUS/(DEFICIT)</b>	<b>(3,999,511.46)</b>	

A) This balance includes both liquidated balances not yet paid and unliquidated obligations.

B) This balance is all unliquidated obligations reported per the RFA auditor's report, minus payments already processed by OTF after 31 May 2020.

C) This balance estimates operating costs through 30 September 2020; in order to continue monitoring, payments, and eventual close-out of current contracts, operating costs will need to be funded through December 2021.

**United States Court of Appeals**  
FOR THE DISTRICT OF COLUMBIA CIRCUIT

**No. 20-5195**

**September Term, 2019**

**1:20-cv-01710-BAH**

**Filed On:** July 21, 2020

Open Technology Fund, et al.,

Appellants

v.

Michael Pack, in his official capacity as Chief  
Executive Officer and Director of the U.S.  
Agency for Global Media,

Appellee

**BEFORE:** Tatel, Griffith, and Millett, Circuit Judges

**ORDER**

Upon consideration of the emergency motion for injunction pending appeal, the opposition thereto, the reply, and appellants' Rule 28(j) letter, it is

**ORDERED** that the motion for injunction pending appeal be granted. The government is hereby enjoined from taking any action to remove or replace any officers or directors of the Open Technology Fund ("OTF") during the pendency of this expedited appeal. The officers and directors of OTF that were in those roles prior to the government's actions on June 17, 2020, shall continue in their normal course throughout the pendency of this appeal.

Appellants have satisfied the stringent requirements for an injunction pending appeal. See Winter v. Natural Res. Def. Council, Inc., 555 U.S. 7, 20 (2008); D.C. Circuit Handbook of Practice and Internal Procedures 33 (2019).

Initially, appellants have demonstrated a likelihood of success on the merits. At this juncture, it appears likely that the district court correctly concluded that 22 U.S.C. § 6209(d) does not grant the Chief Executive Officer of the United States Agency for Global Media, Michael Pack, with the authority to remove and replace members of OTF's board. OTF is not a broadcaster, is not mentioned in § 6209(d), and is not sufficiently similar to the



**United States Court of Appeals**  
FOR THE DISTRICT OF COLUMBIA CIRCUIT

**No. 20-5195**

**September Term, 2019**

broadcast entities expressly listed in § 6209(d) to fit within the statutory text. As for the government's argument that the bylaws authorize such intervention by Mr. Pack, they appear at this juncture only to reference the exercise of statutory authority, which does not seem to include control of OTF's board or operations.

Appellants have also demonstrated irreparable harm because the government's actions have jeopardized OTF's relationships with its partner organizations, leading its partner organizations to fear for their safety. Cf. Bellsouth Telecomm., Inc. v. MCIMetro Access Transmission Servs., LLC, 425 F.3d 964, 970 (11th Cir. 2005) ("[L]oss of customers and goodwill is an irreparable injury.") (internal citation omitted); Promatek Indus., Ltd. v. Equitrac Corp., 300 F.3d 808, 813 (7th Cir. 2002) (loss of goodwill is irreparable harm). Further, absent an injunction during the appellate process, OTF faces an increasing risk that its decision-making will be taken over by the government, that it will suffer reputational harm, and that it will lose the ability to effectively operate in light of the two dueling boards that presently exist.

Finally, the balance of the equities and the public interest weigh in favor of an injunction. The government has asserted no irreparable harm or injury to the public interest beyond the claimed right to exercise the very powers that are at the heart of this litigation and for which appellants have shown a likelihood of success on appeal. And an injunction pending appeal will be relatively short-lived because of the highly expedited schedule for this appeal.

**Per Curiam**

**FOR THE COURT:**  
Mark J. Langer, Clerk

BY: /s/  
Lynda M. Flippin  
Deputy Clerk

**From:** Fermaint Rios <FRios@usagm.gov>  
**Sent:** Friday, July 31, 2020 9:29 PM  
**To:** Natalie Ellis; J.R. Hill  
**Subject:** Proposed Reinstatement of USAGM's Blanket Ordering Agreement (BOA) for Internet Freedom Tools - BBG50-G-15-0006

**Importance:** High

Good evening,

The purpose of this notice is to advise you of the USAGM's intention to reinstate your Blanket Ordering Agreement (BOA) with the USAGM for internet freedom tools that were formerly administered and maintained by the agency's Office of Internet Freedom (OIF) under contract number BBG50-G-15-0006.

If you concur with the reinstatement of your previous blanket ordering agreement, under its original terms, except as modified by the "open season" held in 2018, please respond in the affirmative by replying to contracting officer J.R. Hill at [chill@usagm.gov](mailto:chill@usagm.gov) and Ms. Natalie Ellis at [nellis@usagm.gov](mailto:nellis@usagm.gov) no later than 12PM on Tuesday, August 4, 2020. Upon receiving your affirmative response, the agency will issue a unilateral modification to the previous BOA to reinstate it. If you do not respond to this notice, the USAGM will not reinstate your agreement.

#### **General BOA Information and Upcoming Solicitations**

The Internet Censorship Circumvention Tools Blanket Ordering Agreement was awarded as a multiple-award/multiple task-area agreement. The agency intends to hold competitive procurements for the issuance of new task orders shortly after reinstating each vendor's BOA. The agency anticipates issuing a streamlined solicitation for Task Area 1 and Task Area 2 within a week of reinstating the BOAs.

The streamlined solicitation for Task Area 1 will consists of work related to desktop and mobile client-based proxy software and software development kit (SDK). Vendors will be invited to bid on one, two or all three areas within Task Area 1. The agency anticipates making two awards each for mobile and desktop, and a single award for SDK, but reserves its right to make more awards. At this time, the agency anticipates making a single award under Task Area 2, but reserves its right to make multiple awards.

After awarding the first set of task orders, the agency anticipates issuing a streamlined solicitation for Task Area 5 prior to the end of this fiscal year. However, the exact date for issuance of task order solicitations is not guaranteed and may occur later in the year.

As of this date, the agency has not definitized work for Task Area 4 and has no plans to issue work under Task Area 3.

#### **Scope and Purpose of Original BOA**

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

#### **Description of Task Areas 1, 2, 4 and 5**

##### **Task Area 1 - Circumvention Client Software**

Contractors will be required to provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. This system will be required to work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices. This system must allow Internet users in target countries to use this client software package to circumvent the censorship of the Internet within their country.

#### **Task Area 2 - Clientless Web Proxies**

Contractors will be required to provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. This system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites will need to be changed regularly, based on the specifics of site blockages in the target countries.

#### **Task Area 3 – Reserved**

There is no plan to award work under Task Area 3 at this time.

#### **Task Area 4 - Electronic Mail Newsletter Distribution**

Contractors will be required to distribute an electronic mail (email) newsletter provided by BBG broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. Contractors will be required to evade attempts by foreign governments to censor these newsletters by a variety of techniques.

#### **Task Area 5 - Censorship Circumvention Technical Expertise and Support**

Contractors will be required to provide technical expertise in Internet censorship circumvention to further the BBG's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

**Important Notice:** The agency is conducting this procurement action under its statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)]. Where Congress has authorized a government entity to acquire goods or services “notwithstanding any other provision of law”, those transactions, by their nature, are not subject to the Federal Acquisition Regulations (FAR), or to other procurement-related laws, such as the Competition in Contracting Act (CICA) [See 10 U.S.C. 2304, “...except in the case of procurement procedures otherwise expressly authorized by statute...”]. Because competition requirements under CICA do not apply to this reinstated procurement, GAO will not have jurisdiction over protests related to any task order awarded under the reinstated BOA. All protests must be submitted directly to the contracting officer.

Please submit all inquiries to both J.R Hill and Ms. Natalie Ellis and remember to confirm your concurrence with reinstating your BOA no later than 12PM on Tuesday, August 4, 2020.

The USAGM and the Office of Contracts looks forward to working with you.

Sincerely,

**Fermaint Rios**

[Director, Office of Contracts](#)



Office: (202) 382-7860

Mobile: (202) 705-0649

U.S. Agency for Global Media | Broadcasting Board of Governors  
330 Independence Ave. SW | Washington, DC 20237  
<http://usagm.gov>



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1 REQUISITION NUMBER 1105-20-1Q-00002	
2 CONTRACT NO 951700-20-G-0161		3 AWARD/EFFECTIVE DATE 08/04/2020		4 ORDER NUMBER	
5 SOLICITATION NUMBER		6 SOLICITATION ISSUE DATE		7 FOR SOLICITATION INFORMATION CALL	
a NAME See Text		b TELEPHONE NUMBER (No collect calls)		8 OFFER DUE DATE / LOCAL TIME	
9 ISSUED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237			CODE 951700	10 THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR	
			<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS <input type="checkbox"/> 8(A) SIZE STANDARD		
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12 DISCOUNT TERMS 0 Days 0.00 % 0 Days 0.00 % 0 Days 0.00 % 0 Days 0.00 %		13a THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
				13b RATING	
15 DELIVER TO Borona Kostro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237		CODE ER-MJ	16 ADMINISTERED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237		
17a CONTRACTOR/ OFFEROR PSIPHON, INC 4576 YOUNG STREET, SUITE 603 TORONTO, ONTARIO, M2N 6N4 TORONTO, ONTARIO, ON M2N 6N4		CODE 999021310	FACILITY CODE 001	18a PAYMENT WILL BE MADE BY Borona Kostro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237	
Telephone No.				18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)		21 QUANTITY	22. UNIT	23. UNIT PRICE
					24. AMOUNT
See Lines					

25 ACCOUNTING AND APPROPRIATION DATA 2020-X0208-UOSO-1105-1050-2589-2020			26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			<input type="checkbox"/> 29 AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Michael Hull, President, Psiphon Inc		30c. DATE SIGNED 04/08/2020	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Charles B. Hill		31c. DATE SIGNED 08/04/2020

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STANDARD FORM 1449 (REV. 02/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212



19 ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED   ☐ INSPECTED   ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL☐ FINAL☐ COMPLETE   ☐ PARTIAL   ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 02/2012) BACK



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## Section 1 - Continuation Sheet

Number	Supplies or Services	Quantity	Unit	Unit Price	Total ( Inc. disc. tax, and fees)
1	Services	0.000000	LT	\$0.0000	\$0.00
Period of Performance: 08/04/2020 - 08/03/2025					
Description: BASIC ORDERING AGREEMENT FOR CIRCUMVENTION CLIENT SOFTWARE IN ACCORDANCE WITH STATEMENT OF WORK					
Reference Line: I105-20-IQ-00002 - 1					
CLIN Funding: 1. (2020-X0206-UOSO-I105-1050-2589-2020): \$0.00					
		CLIN Funding:		Cost:	
Base Totals:				0	0
Exercised Options Totals:				0	0
Unexercised Options Totals:				0	0
Base and Options Totals:				0	0
CLIN	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount	
1		\$0.00		\$0.00	

## PERIOD OF PERFORMANCE

ITEM	START	END
1	08/04/2020	08/03/2025

## Section 2 - Contract Clauses

Clause	Title	Fill-ins
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.232-1	Payments (Apr 1984)	
52.232-18	Availability Of Funds (Apr 1984)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
52.233-1	Disputes (May 2014)	
52.249-14	Excusable Delays (Apr 1984)	
52.212-4	Contract Terms and Conditions-Commercial Items (Oct 2018)	

1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract):

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The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

#### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].



- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-3.
- \_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Mar 2020).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (Jun 2020) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- \_\_\_ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.



- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☒ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ☐ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☒ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).
- ☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- ☐ (iii) Alternate II (Feb 2006) of 52.247-64.



(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate ]

- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- \_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- \_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)



**Section 3 - Documents, Exhibits, or Attachments****1000 Scope of BOA**

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**Purpose**

The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your 08/03/2020 e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

**Terms and Conditions**

In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number BBG50-G-15-0006, including its clauses.

**Order of Precedence**

In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

**Ordering Period**

This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

**Place of Performance**

The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

**Pricing Structure**

The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

**Scope and Purpose of Blanket Ordering Agreement**

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

**Description of Task Areas****Task Area 1 - Circumvention Client Software**

When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices. The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

**Task Area 2 - Clientless Web Proxies**

When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

**Task Area 3 – Reserved**

There is no plan to award work under Task Area 3 at this time.

**Task Area 4 - Electronic Mail Newsletter Distribution**

When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

**Task Area 5 - Censorship Circumvention Technical Expertise and Support**

When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

- Task Area 1
- Task Area 2
- Task Area 5

**Authority**



This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

**Protests**

The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1 REQUISITION NUMBER 1105-20-IQ-00003	
2. CONTRACT NO 951700-20-G-0162		3. AWARD/EFFECTIVE DATE 08/04/2020		4. ORDER NUMBER	
5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL	
a. NAME See Text		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE / LOCAL TIME	
9. ISSUED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237			CODE	951700	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR
					<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS SIZE STANDARD
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days 0.00 % 0 Days 0.00 % 0 Days 0.00 % 0 Days 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
				13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Borona Kostro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237			CODE	ER-MJ	16. ADMINISTERED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237
17a. CONTRACTOR/ OFFEROR ULTRAREACH INTERNET CORP. 1712 PIONEER AVE STE 1089 CHEYENNE, WY 82001-4406 DUNS: 831628743			CODE	831628743	18a. PAYMENT WILL BE MADE BY Borona Kostro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237
			FACILITY CODE	001	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
Telephone No.					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE
	See Lines				24. AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA 2020-X0206-UOSO-1105-1050-2589-2020		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		<input type="checkbox"/> 29. AWARD OF CONTRACT REF _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Clint Jin, President		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Charles B. Hill	
30c. DATE SIGNED 8/4/2020		31c. DATE SIGNED 08/04/2020	

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED   ☐ INSPECTED   ☐ ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL☐ FINAL☐ COMPLETE   ☐ PARTIAL   ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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## Section 1 - Continuation Sheet

Number	Supplies or Services	Quantity	Unit	Unit Price	Total ( Inc. disc., tax, and fees)
1	Services	0.000000	LT	\$0.0000	\$0.00
Period of Performance: 08/04/2020 - 08/03/2025					
Description: BASIC ORDERING AGREEMENT FOR CIRCUMVENTION CLIENT SOFTWARE IN ACCORDANCE WITH STATEMENT OF WORK					
Reference Line: I105-20-IQ-00003 - 1					
CLIN Funding: 1. (2020-X0206-UOSO-I105-1050-2589-2020): \$0.00					
CLIN Funding:			Cost:		
Base Totals:		0		0	
Exercised Options Totals:		0		0	
Unexercised Options Totals:		0		0	
Base and Options Totals:		0		0	
CLIN	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount	
1		\$0.00		\$0.00	

## PERIOD OF PERFORMANCE

ITEM	START	END
1	08/04/2020	08/03/2025

## Section 2 - Contract Clauses

## 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.232-1	Payments (Apr 1984)	
52.232-18	Availability Of Funds (Apr 1984)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	

Clause	Title	Fill-ins
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
52.233-1	Disputes (May 2014)	
52.249-14	Excusable Delays (Apr 1984)	
52.212-4	Contract Terms and Conditions-Commercial Items (Oct 2018)	
52.242-15	Stop-Work Order (Aug 1989)	

#### 1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract):

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The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

#### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:



[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-3.

\_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.

\_\_\_ (v) Alternate IV (Jun 2020) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

- ☐ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- ☐ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).



- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☒ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☒ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

☐ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

☐ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.



(e)(I) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(I) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).



(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

### **Section 3 - Documents, Exhibits, or Attachments**

#### **1000 Scope of BOA**

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##### **Purpose**

The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your 08/01/2020 e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

##### **Terms and Conditions**

In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number BBG50-G-15-0006, including its clauses.

##### **Order of Precedence**

In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

##### **Ordering Period**

This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

##### **Place of Performance**

The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

##### **Pricing Structure**

The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

##### **Scope and Purpose of Blanket Ordering Agreement**

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

##### **Description of Task Areas**

###### **Task Area 1 - Circumvention Client Software**

When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices.

The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

**Task Area 2 - Clientless Web Proxies**

When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

**Task Area 3 – Reserved**

There is no plan to award work under Task Area 3 at this time.

**Task Area 4 - Electronic Mail Newsletter Distribution**

When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

**Task Area 5 - Censorship Circumvention Technical Expertise and Support**

When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

- **Task Area I**

**Authority**

This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

**Protests**

The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER 105-20-Q-00004	
2. CONTRACT NO 951700-20-G-0163		3. AWARD/EFFECTIVE DATE 08/04/2020		4. ORDER NUMBER	
5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:	
a. NAME See Text		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE / LOCAL TIME	
9. ISSUED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237			10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR		
CODE 951700			<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS <input type="checkbox"/> 8(A) SIZE STANDARD		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO Borona Kostro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237			16. ADMINISTERED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237		
CODE ER-MJ			CODE CON		
17a. CONTRACTOR/ OFFEROR WASHINGTON SOFTWARE, INC. 20410 CENTURY BLVD STE 220 GERMANTOWN, MD 20874-9169 DUNS 048108877			18a. PAYMENT WILL BE MADE BY Borona Kostro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237		
CODE D11063000 FACILITY CODE 001			CODE ER-MJ		
Telephone No.					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE
					24. AMOUNT
See Lines					

25. ACCOUNTING AND APPROPRIATION DATA 2020-X0206-UOSO-1105-1050-2589-2020			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT. REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Michael Chung</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>[Signature]</i>		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Michael Chung, President		30c. DATE SIGNED 8/4/2020	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Charles B. Hill		31c. DATE SIGNED 08/04/2020

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Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL☐ FINAL☐ COMPLETE    ☐ PARTIAL    ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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## Section 1 - Continuation Sheet

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1	Services	0.000000	LT	\$0.0000	\$0.00
Period of Performance: 08/04/2020 - 08/03/2025					
Description: BASIC ORDERING AGREEMENT FOR CIRCUMVENTION CLIENT SOFTWARE IN ACCORDANCE WITH STATEMENT OF WORK					
Reference Line: I105-20-IQ-00004 - 1					
CLIN Funding: 1. (2020-X0206-UOSO-I105-1050-2589-2020): \$0.00					
CLIN Funding:			Cost:		
Base Totals:			0		0
Exercised Options Totals:			0		0
Unexercised Options Totals:			0		0
Base and Options Totals:			0		0
CLIN	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount	
1		\$0.00		\$0.00	

## PERIOD OF PERFORMANCE

ITEM	START	END
1	08/04/2020	08/03/2025

## Section 2 - Contract Clauses

## 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.232-1	Payments (Apr 1984)	
52.232-18	Availability Of Funds (Apr 1984)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	

Clause	Title	Fill-ins
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
52.233-1	Disputes (May 2014)	
52.249-14	Excusable Delays (Apr 1984)	
52.212-4	Contract Terms and Conditions-Commercial Items (Oct 2018)	
52.242-15	Stop-Work Order (Aug 1989)	

#### 1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract):


The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

#### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:



[Contracting Officer check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved].

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

☐ (ii) Alternate I (Mar 2020) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (Mar 2020) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (Jun 2020) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

- ☐ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- ☐ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).



- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☒ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☒ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

☐ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.



(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

### Section 3 - Documents, Exhibits, or Attachments

#### 1000 Scope of BOA

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##### **Purpose**

The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your 08/01/2020 e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

##### **Terms and Conditions**

In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number BBG50-G-15-0006, including its clauses.

##### **Order of Precedence**

In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

##### **Ordering Period**

This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

##### **Place of Performance**

The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

##### **Pricing Structure**

The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

##### **Scope and Purpose of Blanket Ordering Agreement**

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

##### **Description of Task Areas**

###### **Task Area 1 - Circumvention Client Software**

When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices.



The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

**Task Area 2 - Clientless Web Proxies**

When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

**Task Area 3 – Reserved**

There is no plan to award work under Task Area 3 at this time.

**Task Area 4 - Electronic Mail Newsletter Distribution**

When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

**Task Area 5 - Censorship Circumvention Technical Expertise and Support**

When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

- Task Area 1
- Task Area 2
- Task Area 4
- Task Area 5

**Authority**

This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

**Protests**

The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER 1105-20-Q-00006	
2. CONTRACT NO. 951700-20-G-0165		3. AWARD/EFFECTIVE DATE 08/04/2020		4. ORDER NUMBER	
5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL	
a. NAME See Text		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE / LOCAL TIME	
9. ISSUED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237		CODE 951700		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR	
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: SIZE STANDARD: <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
				13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Borona Kostro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237		CODE ER-MJ		16. ADMINISTERED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237	
17a. CONTRACTOR/OFFEROR INTELLIGENT DECISION PARTNERS, LLC 113 STEEPLECHASE DR DOYLESTOWN, PA 18901-5705 DUNS: 832899509		CODE D20080501		FACILITY CODE 001	
				18a. PAYMENT WILL BE MADE BY Borona Kostro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237	
Telephone No.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE
	See Lines				24. AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA 2020-X0206-L050-1105-1050-2589-2020			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4, FAR 52 212-3 AND 52 212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4, FAR 52 212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Michael Marks</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>[Signature]</i>		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Michael Marks Managing Partner		30c. DATE SIGNED 8/5/20	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Charles B. Hill		31c. DATE SIGNED 08/04/2020

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Prescribed by GSA - FAR (48 CFR) 53.212



19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED   ☐ INSPECTED   ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL   ☐ FINAL

☐ COMPLETE   ☐ PARTIAL   ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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## Section 1 - Continuation Sheet

Number	Supplies or Services	Quantity	Unit	Unit Price	Total ( Inc. disc., tax, and fees)
1	Services	0.000000	LT	\$0.0000	\$0.00
Period of Performance: 08/04/2020 - 08/03/2025					
Description: BASIC ORDERING AGREEMENT FOR CIRCUMVENTION CLIENT SOFTWARE IN ACCORDANCE WITH STATEMENT OF WORK					
Reference Line: I105-20-IQ-00006 - 1					
CLIN Funding: 1. (2020-X0206-UOSO-I105-1050-2589-2020): \$0.00					
CLIN Funding:			Cost:		
Base Totals:		0		0	
Exercised Options Totals:		0		0	
Unexercised Options Totals:		0		0	
Base and Options Totals:		0		0	
CLIN	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount	
1		\$0.00		\$0.00	

## PERIOD OF PERFORMANCE

ITEM	START	END
1	08/04/2020	08/03/2025

## Section 2 - Contract Clauses

## 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.232-1	Payments (Apr 1984)	
52.232-18	Availability Of Funds (Apr 1984)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	



Clause	Title	Fill-ins
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
52.233-1	Disputes (May 2014)	
52.249-14	Excusable Delays (Apr 1984)	
52.212-4	Contract Terms and Conditions-Commercial Items (Oct 2018)	
52.242-15	Stop-Work Order (Aug 1989)	

#### 1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract):

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The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

#### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved].

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

☐ (ii) Alternate I (Mar 2020) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (Mar 2020) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (Jun 2020) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).



- ☐ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- ☐ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).



- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☒ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☒ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

☐ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

☐ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.



(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).



(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

### Section 3 - Documents, Exhibits, or Attachments

#### 1000 Scope of BOA

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##### **Purpose**

The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your 08/01/2020 e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

##### **Terms and Conditions**

In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number BBG50-G-15-0006, including its clauses.

##### **Order of Precedence**

In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

##### **Ordering Period**

This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

##### **Place of Performance**

The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

##### **Pricing Structure**

The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

##### **Scope and Purpose of Blanket Ordering Agreement**

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

##### **Description of Task Areas**

###### **Task Area 1 - Circumvention Client Software**

When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices.

The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

**Task Area 2 - Clientless Web Proxies**

When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

**Task Area 3 – Reserved**

There is no plan to award work under Task Area 3 at this time.

**Task Area 4 - Electronic Mail Newsletter Distribution**

When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

**Task Area 5 - Censorship Circumvention Technical Expertise and Support**

When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

- Task Area 5

**Authority**

This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

**Protests**

The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER 1105-20-IQ-00008	
2. CONTRACT NO. 951700-20-G-0166		3. AWARD/EFFECTIVE DATE 08/04/2020		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME See Text		b. TELEPHONE NUMBER (No collect calls)	
9. ISSUED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237		CODE 951700		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
<input type="checkbox"/> SEE SCHEDULE				13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Borona Kostro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237		CODE ER-MJ		16. ADMINISTERED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237	
17a. CONTRACTOR/ OFFEROR ADVANCED CIRCUITING INC 1602 BELLE VIEW BLVD - 3242 ALEXANDRIA, VA 22307 DUNS: 080772688		CODE D19052202		FACILITY CODE 001	
				18a. PAYMENT WILL BE MADE BY Borona Kostro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237	
Telephone No.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE
					24. AMOUNT
See Lines					

25. ACCOUNTING AND APPROPRIATION DATA 2020-X0206-UOSO-1105-1050-2589-2020		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		<input type="checkbox"/> 29. AWARD OF CONTRACT. REF _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Martin Zhu, Director		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Charles B. Hill	
30c. DATE SIGNED 8/4/20		31c. DATE SIGNED 08/04/2020	

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19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED   ☐ INSPECTED   ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL☐ FINAL
☐ COMPLETE   ☐ PARTIAL   ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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## Section 1 - Continuation Sheet

Number	Supplies or Services	Quantity	Unit	Unit Price	Total ( Inc. disc., tax, and fees)
1	Services	0.000000	LT	\$0.0000	\$0.00
Period of Performance: 08/04/2020 - 08/03/2025					
Description: BASIC ORDERING AGREEMENT FOR CIRCUMVENTION CLIENT SOFTWARE IN ACCORDANCE WITH STATEMENT OF WORK					
Reference Line: I105-20-IQ-00008 - 1					
CLIN Funding:					
1. (2020-X0206-UOSO-I105-1050-2589-2020): \$0.00					
CLIN Funding:			Cost:		
Base Totals:		0		0	
Exercised Options Totals:		0		0	
Unexercised Options Totals:		0		0	
Base and Options Totals:		0		0	
CLIN	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount	
1		\$0.00		\$0.00	

## PERIOD OF PERFORMANCE

ITEM	START	END
1	08/04/2020	08/03/2025

## Section 2 - Contract Clauses

## 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.232-1	Payments (Apr 1984)	
52.232-18	Availability Of Funds (Apr 1984)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	



Clause	Title	Fill-ins
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
52.233-1	Disputes (May 2014)	
52.249-14	Excusable Delays (Apr 1984)	
52.212-4	Contract Terms and Conditions-Commercial Items (Oct 2018)	
52.242-15	Stop-Work Order (Aug 1989)	

#### 1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Program (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract):

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The Contractor must follow the instructions on the attached Electronic Invoicing Advisory to enroll, access and use IPP for submitting requests for payment.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

#### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-3.

\_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.

\_\_\_ (v) Alternate IV (Jun 2020) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).



- ☐ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- ☐ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).



- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☒ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.



(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).



(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

### Section 3 - Documents, Exhibits, or Attachments

#### 1000 Scope of BOA

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##### **Purpose**

The purpose of this contract action is to reinstate the USAGM's Blanket Ordering Agreement (BOA) with the vendor, BOA number BBG50-G-15-0006. This BOA is entered into based on your 07/31/2020 e-mail acceptance of USAGM's 7/31/2020 proposal to reinstate the expired BOA for Internet freedom tools.

##### **Terms and Conditions**

In addition to the terms and clauses included herein, this BOA incorporates by reference the terms and conditions of BOA number BBG50-G-15-0006, including its clauses.

##### **Order of Precedence**

In the event of a conflict between a contract clause or term of the original BOA and the new BOA, the terms and clauses of the new BOA shall govern.

##### **Ordering Period**

This BOA has a 5-year ordering period that begins on 8/4/2020 and extends through 8/3/2025 with no optional periods of performance.

##### **Place of Performance**

The place of performance for orders placed under this BOA will be specified at the time each order is placed, but generally will be at the contractor's facility.

##### **Pricing Structure**

The pricing arrangement of orders placed under this BOA will be specified at the time the order is placed. Orders may be priced on a firm fixed price basis, time-and-materials basis, or on a labor hour basis.

##### **Scope and Purpose of Blanket Ordering Agreement**

The overall purpose of the BOA and the general nature of the work for task orders awarded under the BOA is to obtain Internet censorship circumvention tools and services. The primary supplies and services required under this contract relate to state-of-the art, specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

##### **Description of Task Areas**

###### **Task Area 1 - Circumvention Client Software**

When awarded a task order under this Task Area, the Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which, at a minimum, transparently proxies HyperText Transfer Protocol (HTTP) traffic, and may, based on individual Task Order requirements, implement transparent proxy services for additional protocol traffic, up to and including full Virtual Private Network (VPN) service. The system shall work on operating systems as specified in each individual Task Order, which may include various desktop and mobile computing devices.

The system shall allow Internet users in target countries to use the client software package to circumvent the censorship of the Internet within their country.

**Task Area 2 - Clientless Web Proxies**

When awarded a task order under this Task Area, the Contractor shall provide a network of web proxies which may be accessed by any web browser which supports Secure Hypertext Transfer Protocol (HTTPS) and which can be distributed by BBG broadcasters. The system must allow Internet users in target countries to circumvent the censorship of the Internet within their country by accessing web proxies operated by the Contractor which are distributed globally and use a diverse set of domain names and dynamic IP addresses which cannot easily be discovered, enumerated, and blocked. The proxy sites shall be changed regularly, based on the specifics of site blockages in the target countries.

**Task Area 3 – Reserved**

There is no plan to award work under Task Area 3 at this time.

**Task Area 4 - Electronic Mail Newsletter Distribution**

When awarded a task order under this Task Area, the Contractor shall distribute an electronic mail (email) newsletter provided by USAGM broadcasters to a list of electronic mail addresses provided by the broadcasters, and validated by the Contractor, on a schedule as specified in the Task Order. The Contractor shall evade attempts by foreign governments to censor the newsletters through the use of various techniques.

**Task Area 5 - Censorship Circumvention Technical Expertise and Support**

When awarded a task order under this Task Area, the Contractor shall provide its technical expertise in Internet censorship circumvention to further the USAGM's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices.

Under the terms of your BOA your firm is eligible to compete for work projects under the following Task Area(s):

- Task Area 1
- Task Area 2
- Task Area 4
- Task Area 5

**Authority**

This procurement action is entered into under the USAGM's statutory authority to conduct procurements without regard to any other provision of law relating to such procurements [See 22 U.S.C. 6204(a)(10)].

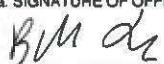

**Protests**

The Competition in Contracting Act (CICA) does not apply to this reinstated agreement; therefore, GAO does not have jurisdiction over protests related to any task order or task order request for proposal (TORFP) issued under this agreement. All pre-award and post-award protests of task orders to be awarded under this BOA must be submitted directly to the contracting officer, whose final decisions may be appealed to the agency's Senior Procurement Executive.



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1 REQUISITION NUMBER 1105-20-1Q-00005	
2. CONTRACT NO. 951700-20-G-0177		3 AWARD/EFFECTIVE DATE 08/04/2020		4. ORDER NUMBER	
7 FOR SOLICITATION INFORMATION CALL:		a. NAME See Text		b. TELEPHONE NUMBER (No collect calls)	
9. ISSUED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237		CODE 951700		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS 0 Days. 0.00 % 0 Days. 0.00 % 0 Days. 0.00 % 0 Days. 0.00 %		13b. RATING	
<input type="checkbox"/> SEE SCHEDULE				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Borona Kastro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237		CODE ER-MJ		16. ADMINISTERED BY United States Agency for Global Media Office Of Contracts 330 C Street SW Room 4360 Washington, DC 20237	
17a. CONTRACTOR/ OFFEROR DYNAMIC INTERNET TECHNOLOGY INC. PO BOX 2174 MIDDLETOWN, NY 10940 DUNS 100939953		CODE TECHD0471 FACILITY CODE 001		18a. PAYMENT WILL BE MADE BY Borona Kastro BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4072 Washington, DC 20237	
Telephone No. 9196566241				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	
				22. UNIT	
				23. UNIT PRICE	
				24. AMOUNT	

See Lines

25. ACCOUNTING AND APPROPRIATION DATA 2020-X0206-UOSO-1105-1050-2589-2020		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Bill Xia, President		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Charles B. Hill	
30c. DATE SIGNED 08/04/2020		31c. DATE SIGNED 08/04/2020	

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Prescribed by GSA - FAR (48 CFR) 53.212



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED   ☐ INSPECTED   ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL   ☐ FINAL

☐ COMPLETE   ☐ PARTIAL   ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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## Section 1 - Continuation Sheet

Number	Supplies or Services	Quantity	Unit	Unit Price	Total ( Inc. disc., tax, and fees)
1	Services	0.000000	LT	\$0.0000	\$0.00
Period of Performance: 08/04/2020 - 08/03/2025					
Description: BASIC ORDERING AGREEMENT FOR CIRCUMVENTION CLIENT SOFTWARE IN ACCORDANCE WITH STATEMENT OF WORK					
Reference Line: I105-20-IQ-00005 - 1					
CLIN Funding: 1. (2020-X0206-UOSO-I105-1050-2589-2020): \$0.00					
CLIN Funding: Cost:					
Base Totals:		0		0	
Exercised Options Totals:		0		0	
Unexercised Options Totals:		0		0	
Base and Options Totals:		0		0	
CLIN	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount	
1		\$0.00		\$0.00	

## PERIOD OF PERFORMANCE

ITEM	START	END
1	08/04/2020	08/03/2025

## Section 2 - Contract Clauses

## 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.232-1	Payments (Apr 1984)	
52.232-18	Availability Of Funds (Apr 1984)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	